



BID NO.: 6326-0/18

OPENING: 2:00 P.M.
Wednesday
November 7, 2012

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:
REFUSE TRANSFER TRAILERS

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP): ...	N/A
INDEMNIFICATION/INSURANCE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	See Section 2 Paragraph 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	See Section 2 Paragraph 2.2
SAMPLES/INFORMATION SHEETS:.....	See Section 2 Paragraph 2.9
MDPHA SECTION 3:	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:	See Section 2 Paragraph 2.21
WRITTEN WARRANTY:	N/A
LIVING WAGE:	N/A

FOR INFORMATION CONTACT:

J. Carlos Plasencia, 305-375-4260, jplasen@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6326-0/18

Bid Title: Refuse Transfer Trailers

Procurement Officer: J. Carlos Plasencia, CPPB

Bids will be accepted until 2:00 p.m. on Wednesday, November 7, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidder's name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1 GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

SECTION 1 GENERAL TERMS AND CONDITIONS

requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

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expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

SECTION 1 GENERAL TERMS AND CONDITIONS

The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of Transfer Trailers in conjunction with the County's needs on an as needed basis.

2.2 CONTRACT MEASURES AND PREFERENCES -Small Business Contract Measures

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). For set-aside contracts, a 10% (ten percent) preference shall apply for certified Micro Bidders.

If there is insufficient availability (less than three certified firms), a 10% (ten percent) bid preference shall apply for certified Micro Bidders for awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE Bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE Bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE FOLLOWED BY INSPECTION OF EQUIPMENT (RECOMMENDED)

A pre-bid conference will be held at 10:00 a.m., on Monday, October 29, 2012 at the County's Fleet Management Shop #3 located at 8801 NW 58th Street, Miami, Florida, to discuss the special conditions and specifications included within this solicitation. Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

The pre-bid conference will be followed by inspection of the existing Transfer Trailers. It is advisable that the Bidders inspect the existing transfer Trailer s and become familiar with the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings and specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the construction of the Trailer s as required under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

It is recommended that a representative from the Bidder's firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

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For any additional information required regarding the specifications and requirements of this solicitation, contact ISD representative J. Carlos Plasencia at 305 375-4260. Bidders are advised that all communications and inquiries during the bidding period are subject to the Cone of Silence.

2.4 TERMS OF CONTRACT: FIVE YEARS

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for five (5) years.

2.5 OPTION TO RENEW

Intentionally omitted

2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

Award of this contract will be made to the responsive and responsible Bidder who submits the lowest price in the aggregate for the items listed in this solicitation, and who meets the minimum requirements below:

2.6.1 Minimum Requirements:

- a. Bidder must be a Trailer manufacturer, fabricator or a license dealer thereof. Bids will not be accepted from sources other than the vehicle's manufacturer or fabricator, or a licensed dealer thereof. The Bidder must provide authenticating documentation of its status.
- b. There must be a service facility capable of performing warranty repairs and supplying needed parts for the refuse trailer offered located in Miami-Dade or Broward County.
- c. In accordance with Chapter 320 of the Florida Statutes, SS320.27, Bidder submitting a bid in conjunction with this solicitation must be licensed by the State of Florida as motor vehicle dealer.
- d. Refuse trailer must meet weight requirements as stated in Section 3 Paragraph 3.5 herein.

Failure to meet requirements listed above (a through d) may result in the bid being deemed non-responsive. Bidders may be given the opportunity to provide the required documentation during the bid evaluation period.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED:

The County's anticipated purchasing schedule is:

<u>Contract Year</u>	<u>Number of Trailers</u>
1	26
2 to 5	24*

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*The County may purchase these 24 Trailers provided that the Trailers delivered by the Awarded Bidder during the first year are satisfactory and funding is available as appropriated by the County.

If a Bidder is awarded a contract under this solicitation, the price offered by the Bidder in its Bid Proposal shall be firm and fixed for the first year of the Contract. Prior to the commencement of each one (1) year period thereafter (years 2, 3, 4 & 5) the County may consider an adjustment to price for the following based on the latest one year change in the pricing index listed below:

Producer Price Index, Item-Iron & Steel Series-ID WPU 101

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. The Awarded Bidder's adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment for the next contract year.

The County reserves the right to negotiate and/or reject any price adjustment submitted by the Awarded Bidder.

The County may apply a reduction in pricing based on the downward movement of the applicable index.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

See Section 2, Paragraph 2.3.

2.9 SPECIAL CONDITIONS

BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES/BROCHURES AND PRODUCT DEMONSTRATIONS

2.9.1 Manufacturer's name, brand name and/or model number, when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used. When an equal product is bid, the Bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County will be sole judge of equality or similarity and the County's decision shall be final.

2.9.2 When "NO SUBSTITUTION" is used in combination with a manufacturer's name, brand name and/or model number, the named item is the only item that will be accepted by the County.

2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation, if submitted, it must show that the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a

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letter, on the Bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications.

NOTE 1: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

- 2.9.4 After the Bid Submittals have been evaluated by the County, the Bidder offering the lowest price, as stipulated in Section 2, Paragraph 2.6 of this solicitation may be required to demonstrate the equipment, which has been proposed, for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability as compared to the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the Bidder of such in writing and will specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the Bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the equipment in conformance with these Specifications and its decision shall be final.
- 2.9.5 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's proposal. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment provided by the Bidder during the contract period shall be similar to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conforms to all bid specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval by the Board of County Commissioners, if required.

EQUIPMENT FURNISHED

- 2.9.6 The equipment furnished by the Bidder shall be new and the most recent model available. Demonstrator models are not acceptable. Any optional components that are required in accordance with these Bid Specifications shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the Bidder from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of Bid Specifications shall be so governed. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The

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engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the industry standards.

- 2.9.7 The equipment and features required are listed in the bid specifications (refer to Section 3, entitled "Technical Specifications"). The County may, after delivery and acceptance of the initial equipment ordered, make changes to the required equipment or equipment options supplied, provided; 1) such changes are mutually agreed between the Bidder and the County, 2) all changes in per unit pricing are no more than the change in per unit documentable cost to the Bidder, and 3) that the net amount of any such changes is no more than five percent of the per unit price originally bid. Bids requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

BIDDER STATUS

- 2.9.8 See Section 2 Paragraph 2.6.1 a.
- 2.9.9 See Section 2 Paragraph 2.6.1 b.

WARRANTY REQUIREMENTS

- 2.9.10 The Awarded Bidder shall supply and be responsible for the equipment's warranty. This warranty must cover the entire unit without deductible and have a minimum term from equipment acceptance of twelve (12) months. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph.
- 2.9.11 The Awarded Bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.6.1 (b) or 2.6.1 (c) within five (5) calendar days after the County notified the Awarded Bidder of such deficiency in writing. If the Awarded Bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the Awarded Bidder in writing that the Awarded Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the Awarded Bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the Awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the Awarded Bidder for any additional costs that are incurred by the County, either through a credit memorandum or through invoicing.

OEM PARTS AND SERVICE AGREEMENT

- 2.9.12 The Awarded Bidder and/or its local service representative may be required to enter into an Original Equipment Manufacturer (OEM) parts and service supply agreement with Miami-Dade County, during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid, the Bidder agrees

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to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard.

DELIVERY AND PAYMENT

- 2.9.13 All prices shall be quoted F.O.B. destination point. Deliveries are authorized at the County's Fleet Management Shop #3, located at 8801 NW 58th Street, Miami, Florida, between the hours of 8:00 A.M. and 2:00 P.M. weekdays, or at another location or at times that may be so designated on the purchase order. Contact the Facility Supervisor at (305) 591-8040, forty-eight (48) hours prior to delivery.
- 2.9.14 A prototype is required for inspection by the County under the terms and provisions of Section 2.9.21 no later than 120 days from the date of receipt of the purchase order. From the date of approval of the prototype for production assembly and delivery to the County, the initial order of 26 units shall be delivered no later than 270 calendar days from the date that the County department ordered the equipment by sending a printed Purchase Order to the Awarded Bidder. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment. See paragraph 2.9.16 for delivery defect correction requirements.
- 2.9.15 The Awarded Bidder shall provide for an on-site production / prototype inspection of the first unit manufactured at times which are mutually convenient to the Awarded Bidder and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes and general construction techniques. The Awarded Bidder shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection. The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the Bidder's offer, or best commercial practices. The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit. Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection will be borne by the County.
- 2.9.16 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.9.14, the awarded Bidder shall be subject to charges for liquidated damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered on time and in acceptable condition and/or in accordance with the required delivery timeline schedule. This charge for liquidated damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.
- 2.9.17 The Awarded Bidder shall promptly correct any equipment delivery deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the Awarded Bidder of such deficiency in writing. If the Awarded Bidder fails to correct or replace the defect within the period specified, the County may, at its discretion,

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notify the Awarded Bidder in writing that the Awarded Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the Awarded Bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the Awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

2.9.18 The County shall issue payment after completion of items (a) and (b) below, and as per the payment provisions established in Section 1, Paragraph 1.2 (H) (1):

- a. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals as specified in Section 2, Paragraph 2.9.18).
- b. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the Awarded Bidder's Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue,
Miami, Florida 33122.

- c. These documents must be dated to coincide with the delivery of the equipment, send all papers to:

Internal Services Department
Administrative and Business Services Division
Capital Inventory Section
2225 N.W. 72nd Avenue
Miami, Florida 33122

- d. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.
- e. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

NOTE: Please refer to Section 2, Paragraph 2.15 for additional invoicing and payment requirements.

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PARTS, REPAIRS AND TRAINING MANUALS

2.9.19 At the first delivery, the Awarded Bidder shall provide the County with a minimum of one (1) comprehensive training manual which describes the appropriate use of the equipment purchased, and, fifteen (15) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. This may be done by book, CD or online access to the appropriate complying information.

ALTERNATE BIDS

2.9.20 Alternate bids as noted in Section 1, Paragraph 1.3 (E) are not permitted as part of this solicitation.

MOTOR VEHICLE LICENSE REQUIREMENT

2.9.21 Please refer to Section 2, Paragraph 2.6.1(c).

2.10 LIQUIDATED DAMAGES

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.15.

2.11 INDEMNIFICATION AND INSURANCE

Intentionally omitted

2.12 BID GUARANTY

Intentionally omitted

2.13 PERFORMANCE BOND

Intentionally omitted

2.14 CERTIFICATIONS

Intentionally omitted

2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR UNITS DELIVERED

The County shall provide payment for each unit delivered by the awarded Bidder and accepted by the County as per Section 2, Paragraph 2.9.17(a). The awarded Bidder shall provide a fully documented invoice to the County user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the units. All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Bidder
- Date of invoice
- Invoice number

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- Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
 - Description
 - Quantity
- V. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS

See Sub-Paragraph 2.9.13

2.17 DELIVERY REQUIREMENTS

See Sub-Paragraph 2.9.14.

2.18 BACK ORDER ALLOWANCE

Intentionally omitted

2.19 WARRANTY REQUIREMENTS

See Sub-Paragraph 2.9.10

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: J. Carlos Plasencia, at (305) 375-4260 email jplasen@miamidade.gov

NOTE: The deadline to request information and submit questions is five (5) days prior to the bid opening date.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

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Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Awarded Bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Awarded Bidder participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Awarded Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Awarded Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Awarded Bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Awarded Bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the Awarded Bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Awarded Bidder and shall be paid by the ordering entity less the 2% UAP.

AWARDED BIDDER COMPLIANCE

If an Awarded Bidder fails to comply with this section, that Awarded Bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE)

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measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

SECTION 3 TECHNICAL SPECIFICATIONS REFUSE TRANSFER TRAILER S

3.1 SCOPE OF WORK

The County utilizes Refuse Transfer Trailers to transport refuse from various sites throughout the County. These Trailers are required to travel at highway speeds after loading refuse at a transfer station and are then required to unload at a landfill dump or similar site which may be paved or off road in surface nature. These specifications are the minimum requirements to build the required Refuse Transfer Trailers with an 85 cubic yard capacity.

3.2 Trailer Body:

The body shall be designed to withstand loading by stationary crane, wheel loader, excavator, or compaction, and unloading by ejection in everyday ongoing use without permanent deformation. The Trailer must accomplish this without the support of top cross members aft of the ejection panel's full forward rest position and use of a top cover built as a steel frame constructed with a hydraulically actuated two (2) piece covers using 21.3 ounce non tear poly-coated nylon "Mighty-Mesh" overlapping mesh. A reinforced steel plate of sufficient size, painted to match, shall be mounted on the top front of the Trailer and extended towards the rear of the Trailer to keep material from falling behind the ejector blade when it is in the fully retracted position.

3.3 Hydraulic System:

- A. The existing truck tractors that will be used to tow the Trailers use a wet line system complete with oil reservoir and hydraulic lines. These tractors are equipped with Allison HT 750 or World 4560 or RDS Transmissions, Chelsea, Muncie or Allison P.T.O.'s or crankshaft front drive and a Commercial Parker P-50 geared to deliver no less than 37 GPM and no more than 50 GPM.
- B. The return side of hydraulic system for the ejector cylinder shall be equipped with a diverter/dump valve rated at no less than 70 GPM to decrease cylinder retraction time and protect the hydraulic system. The diverter/dump valve shall be plumbed to the curb return fitting.
- C. The hydraulic lines from the reservoir to the Trailer shall be fitted with the following high quality Aero-Quip fittings:

Street Pressure= #5100-S2 - 16 Male
Center Return = #5100-SI - 20B Female Wing
Curb Return= #5100-51 - 20B Male

3.4 DIMENSIONAL DATA:

Effective Capacity	85 cubic yards
Overall Length	41' 0"
Overall Width	8' 0"
Overall Height	13' 6" (with the listed wheels/tires)
Trailer Rear Opening	7' 2"
Fifth Wheel Height	4' 1"

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S****3.5 TARE WEIGHT:**

The Trailer tare weight including the components and equipment specified combined with a payload of 400 lbs. per cubic yard cannot exceed 60,500 lbs.; combined with a tractor weighing 19,500 pounds, the Gross Combined Weight shall not exceed 80,000 pounds.

3.6 BODY STRUCTURE:

- A. The entire body shall be constructed from 1/8" Hardox 450 hi tensile steel "No Substitution", except the rear twelve feet shall be constructed from 3/16" Hardox 450 hi tensile steel "No Substitution" which will be continuously welded into an integral assembly.
- B. Trailers must be designed to withstand the packing pressures generated by 130,000 pounds of compaction; and the sides and floors of the Trailer must be designed to withstand the drop force generated by the loading of equipment cited in Section 3.2.
- C. The full floor of the Trailers shall be 3/16" Hardox 450 hi tensile steel "No Substitution".
- D. The Trailer shall be equipped with undercarriage covers for the front and rear sections of the Trailer. The covers shall be designed to provide corrosion protection to the bottom side of the Trailer from debris accumulation to the areas above the tractor and Trailer wheels. These covers are to be constructed from 14 gauge mild steel. (Included herein are sample drawings and pictures.)
 - 1. The front cover shall be welded in place and should cover the area above the tractor wheels from the front bulkhead rearward a minimum of 96 inches and from the fifth wheel wear plate outwards toward the outside edge of the Trailer wall.
 - 2. The rear cover is constructed in two sections. The forward section is welded in place and should cover the area above the Trailer wheels from the outside of the frame rail to the outside of the Trailer wall and is approximately 96" long. The rear section should be constructed to provide protection to the rear of the taillight boxes from the rear of the forward section to the best mounting location near the taillight boxes. The rear section will be constructed to be removable to access the taillights and taillight wire harness.

3.7 LONGITUDINAL:

Supply two (2) full length I-beams rated at no less than 15 lbs. per ft. and having a height of no less than 10 inches. If the design of the Trailer is such that the beam is notched to accommodate the cross-members, the notches cannot exceed 4" and the beam (in all construction designs) must be continuously welded to the underside of the floor plate and cross members, and must be spaced to match the vertical post centers.

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S****3.9 CROSS-MEMBERS:**

The cross member shall be manufactured using 4" Junior I-Beams manufactured from a minimum A-36 Steel and spaced 12" on center. The cross members on the rear 12' of the Trailer shall be 9" on center and all cross members shall be continuously welded in all cases.

3.10 VERTICAL POSTS:

Vertical post shall be manufactured from formed channel which shall be constructed from 10 gauge A-36 Steel with approximately 24" centers continuously welded to the body sidewalls. The rear 12' of the Trailer shall be 18" on center and continuously welded. The rear posts should be 1/4" thick by 16" wide with a 2" return leg on each side. The rear corners shall have a 1" thick and 2" wide x17" high x17" long "L" shaped bracket to connect the rear post to the back panel. This "L" shaped bracket shall be continuously welded in place to aid in wall rigidity but is to be designed not to interfere with the door seal and/or operation of the door.

3.11 HORIZONTAL BRACING:

This bracing shall be formed into a dirt shedder (i.e. prevent the accumulation of dirt onto bracing at all times) and continuously welded between each vertical post the full length of the Trailer approximately 60" from floor level.

3.12. TRAILER REAR SECTION:

The rear section shall be designed and reinforced for positive mate and locking to a Marathon 1475 Rawhide Horizontal stationary compactor units. Rectangular rubber loading dock bumper blocks shall be installed on the rear body panel. The rear body panel shall also be reinforced to the rear chassis to prevent rear section deformation from repeated latching and unlatching from the compaction unit. The Trailer design must allow normal operation and provide the ability to withstand compaction forces of 130,000 lbs. without deformation or structural damage. 3" x 2" x14" rectangular tube brace shall be installed from rear bumper to the chassis.

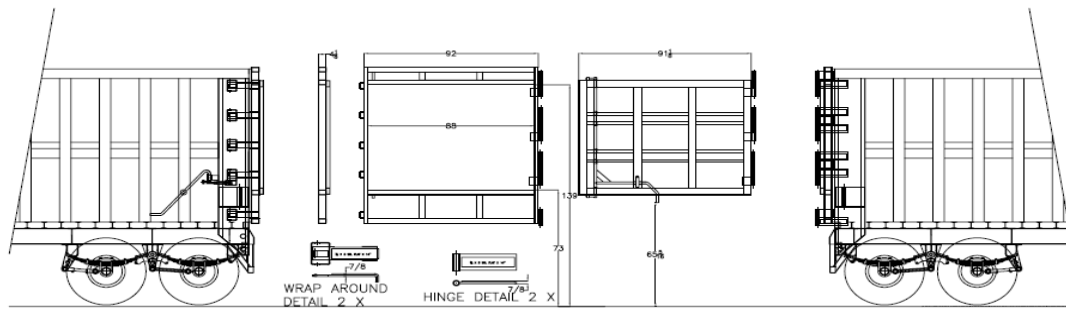
3.13. HEIL TYPE REAR DOORS:

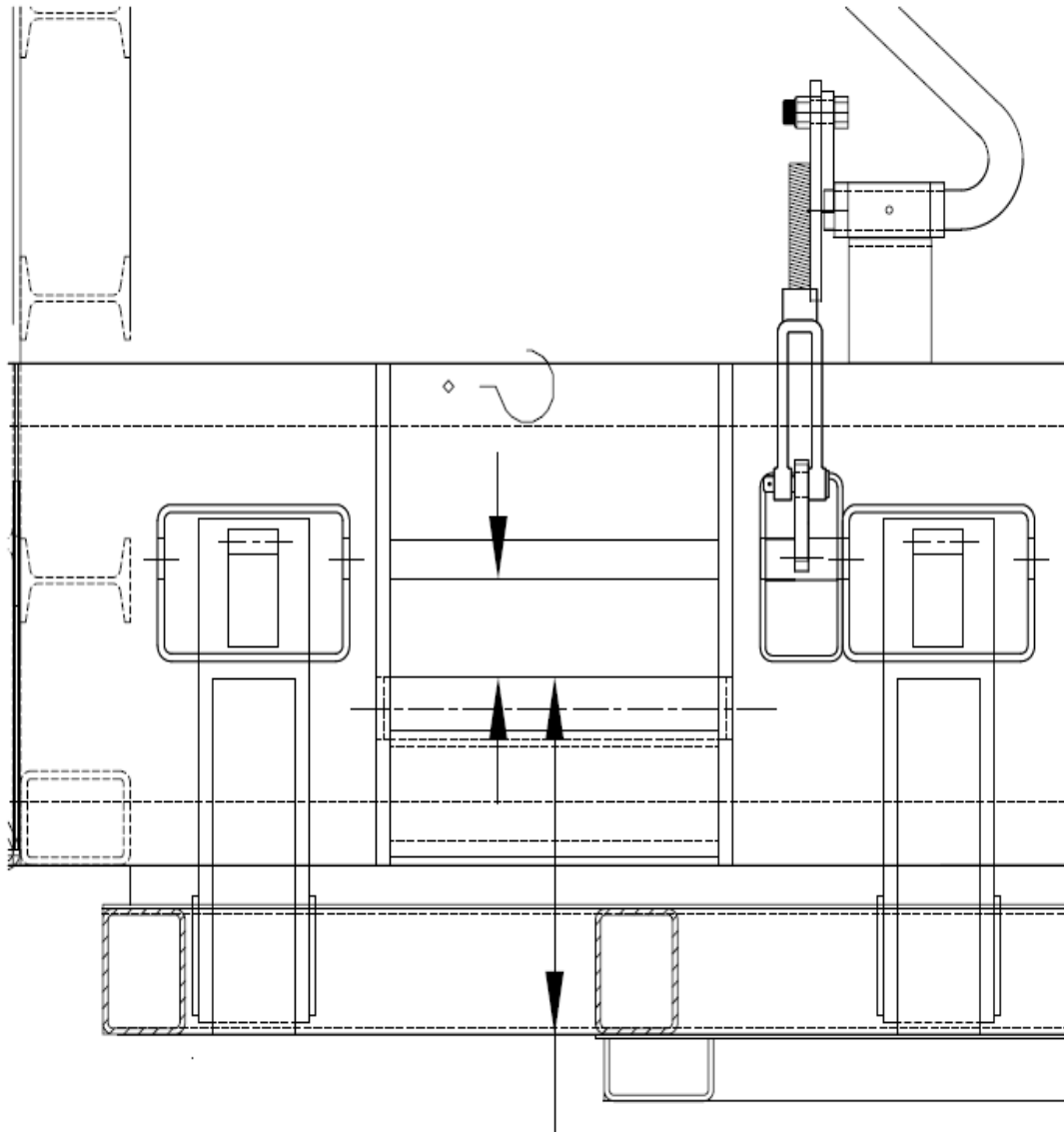
The Heil Type Rear Doors shall be fabricated per the below drawings from 3/16" Hardox 450 hi tensile steel "No Substitution". This design of the door shall include all top bracing/reinforcement required to prevent the rear of the Trailer from bowing out or deforming without impacting, restricting and/or obstructing the ejection of refuse from the Trailer. All steel hinges shall be provided on the rear doors and the hinges shall be equipped with grease fittings.

All bracing for the rear doors shall be fabricated from A-36 Steel and appropriately rated and sized latching chains shall be provided to secure the doors in the open position.

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S**

“HEIL DOORS AND HINGES AND LOCKING MECHANISM”





**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S****3.14 FRONT BULK HEAD**

Each Trailer shall have across the entire front bottom opening a 3/16" thick steel barrier that has an outside dimension of no less than 21" in height and a floor to top of barrier height of 18". This barrier plate is to contain all liquid (leachate) from spilling on to the ground.

A 14" x 14" hinged clean out door with a spring loaded type locking pin system even with the floor of the Trailer shall be provided on the left and right side of the Trailer. The doors must have a watertight seal. The doors need to open towards the center of the Trailer.

The front bulkhead shall also house the glad hands for the air brake system, and electrical system connector for the complete Trailer lighting system. It is to also house the Anti-Lock Brake System (ABS) troubleshooting connector with a rubber protective cover, and all hydraulic connectors for the Trailer.

The curbside of the front bulkhead shall contain a 20" inch long grab handle manufactured from 3/8 inch steel round rod welded to the body midway between the floor and roof. There shall be a lower step on the curbside of the Trailer. The step shall be welded to the body and properly reinforced and is to be no less than 13" long by 5" wide grip strut step to aid in entry and exit of the Trailer in combination with the grab handle cited above.

3.15 EJECTOR ASSEMBLY:

The ejector assembly shall travel the full length of the Trailer body and discharge the complete load. Access to the ejector panel assembly from the front of the Trailer is required without the use of access doors.

1. The ejector assembly shall be constructed 1/8" Hardox 450 hi tensile steel " No Substitution" with support brace members from A-36 steel suitable to withstand the discharge force of the ejector cylinder.
2. The lower part of the faceplate shall be inclined approximately 45 degrees with a scraper plate adjacent to the floor for clean discharge of refuse.
3. The ejector panel will travel on upper and lower steel guide rails along the interior sidewalls the full length of the Trailer body and ride on steel or composition shoes (wear pads) on the front and rear of the ejector panel. These wear pads shall be bolt-on/off for easy replacement.
4. The double acting ejector cylinder shall be a six stage heavy chrome plated unit able to provide an ejection cycle time of less than five minutes with a minimum of 120,000 pounds and maximum of 130,000 pounds of ejection force. Intermediate cylinder support shall be included to prevent sagging during the entire unloading cycle. This support shall be mounted on steel rollers with grease fittings. The clevis pins for the ejector cylinder shall have grease fittings. Cylinder hydraulics shall be connected to the power system through a 1" high-pressure double wire braided hose.

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S****3.16 HYDRAULIC CONTROLS:**

1. The Trailer control valve shall be a Parker DVA35 three (3) section control valve with a flow rating of 70 GPM and SAE-20 inlets and outlets. One section shall operate the curbside net frame, second section shall operate the roadside net frame, and the third section shall control the hydraulic ejection cylinder.
2. Manually operable control bank with pre-set hydraulic pressure and appropriate reverse-flow checks shall control the double-acting ejection cylinder.
3. The control levers shall be located on the left front (street side) of the Trailer and be easily accessible to the operator from the ground.
4. All controls shall be clearly marked with the operation they control.
5. All valves, piping and hoses shall be mounted to afford easy maintenance.
6. A stainless steel glycerin filled hydraulic gauge, scale reading 0-3000 P.S.I. with a 2 & 1/2" face and a 1/4" N.P.T. bottom fitting shall be included in the control bank.
7. ADDITIONAL REQUIREMENTS:
 - a. Net frame hydraulic opening and closing system is subject to approval and modification by the County at the Pre-construction Conference and Production Inspection.

3.17 LANDING GEAR:

Holland Mark-V or equal with the crank on the curbside of the Trailer.

1. Retractable two-speed crank type with combination sand shoes diagonally braced for stability with a static load capacity of 180,000 lbs. and a lifting capacity of 60,000 pounds with 100 foot-pounds of maximum input.

3.18 FIFTH WHEEL:

Per S.A.E. #J133--JAN82

1. The Trailer shall be supplied with a standard king pin of 2 & 7/8" with a pin setting of 30" on center from the bulkhead compatible with truck tractors designed with a 49" 5th wheel height.
2. The wear/bolster pin plate assembly shall be 3/8" Hardox 200 steel plate.
3. King Pin shall be cross braced to the frame cross members and wear plate. This X brace shall reinforce the King Pin and the Wear Plate for added stability to this assembly and to prevent warping. All bracing shall be constructed from A-36 steel.

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S****3.19 BRAKES:**

All brakes supplied must meet Federal Motor Vehicle Safety Standards; Air Brake Systems; Final Rule, 74 Fed. Reg. 37122 (July 27, 2009) (amending 49 C.F.R. § 571.121) and be an "S" Cam drum system with all wheel ABS.

1. Must be compatible with tractors which meet NHTSA Phase 2 requirements.
2. Rear Axle or Tandems – No less than 16.5" by 8.6" brake linings with MGM Type-30 or equivalent spring set brake chambers on all rear axles.

NOTE: Glad-hand hookup, the service connection shall be marked "SERVICE" and painted blue. The emergency connection shall be marked "EMERGENCY" and painted red.

3.20 AXLES & SUSPENSION:

The Trailer shall be equipped with Tandem axles, with each axle having a minimum capacity of 26,000 lbs. The suspension shall be a Reyco Model 21B with a minimum rated capacity of 52,000 lbs.

3.21 WHEELS AND TIRES: No Substitution

1. Hub Pilot Wheel, Accuride or Dayton steel or equal ten hole tubeless 22.5" x 9.00" disc.
2. Furnish nine mounted per unit.
3. Wheels shall be finished with black powder coated paint.

3.22 TIRES: No Substitution

Goodyear G289WHA - 315/80 R 22.5

1. Furnish nine mounted per unit.

3.23 LIGHTING & WIRING:

Must conform to F.M.V.S.S. and meet DOT requirements and the following:

1. All wiring shall be in conduit, loom or enclosed framing.
2. Grote # 4712 LED amber and Grote # 4712 LED red clearance lights.
3. Grote # 53312 regulated L.E.D. red tail lights.
4. Grote # 53312 regulated L.E.D. red stop lights
5. Grote # 53413 non-regulated L. E. D. amber rear turn lamps

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S**

6. Grote # 5396 Amber LED side marker lamps.
7. Grote # 9398 LED mid-Trailer amber turn signals with arrow lamp lights mounted mid-way at an angle on the left and right side, with a drip angle over the top of the lamp lights.

3.24 REAR BUMPER:

The design and fabrication of the rear bumper shall be heavy-duty design type for severe service and shall be reinforced with 3" X 4" X 3/16" steel tube with enclosed ends and attached to the frame rails, to allow possible push out on poor landfill conditions.

1. Rear tow hook(s) shall be included in the design of the Trailer.

3.25 MUD-FLAPS:

Regulation size mud flaps shall be designed not to come in contact with the Trailer tires stated in Section 3 Paragraph 3.22.

3.26 PAINT AND RUSTPROOFING:

The entire unit shall be prepared and painted Two-Tone White and Black as designated in the Dupont Paint Finish Items A and B or PPG Paint Finish Items C and D **NO SUBSTITUTION**. All structural elements shall be thoroughly cleaned to remove all grease, oil, and foreign matter. Weld splatter, slag, flux, and rust or corrosion shall be completely removed during the welding/assembly process. The unit shall be finally prepped by shot blasting or sand-blasting and a thorough cleaning and final paint prep work shall be performed prior to priming and painting.

No outside metal surface void or obviously light of paint will be accepted.

NOTE: Other primer and finish coat applications of equally high quality may be named or accepted by the County prior to the opening of the bid. Only products of equal mil, quality, and life expectancy will be considered and must be submitted for approval no less than two weeks prior to the bid opening.

Acceptable Dupont Paint Finish

- A. PRIMER - Only the highest quality rust inhibiting primer shall be used. The unit(s) shall be primed with Dupont Corlar Epoxy primer #934-S and appropriate 9XX Dupont Corlar Activator.
- B. FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in White DUPONT Imron Elite Topcoat (EA Quality) Polyurethane Enamel # N0006. The running boards, bumpers and frame assembly shall be finished in black acrylic enamel. No outside metal surface which is void or obviously light of paint will be accepted.

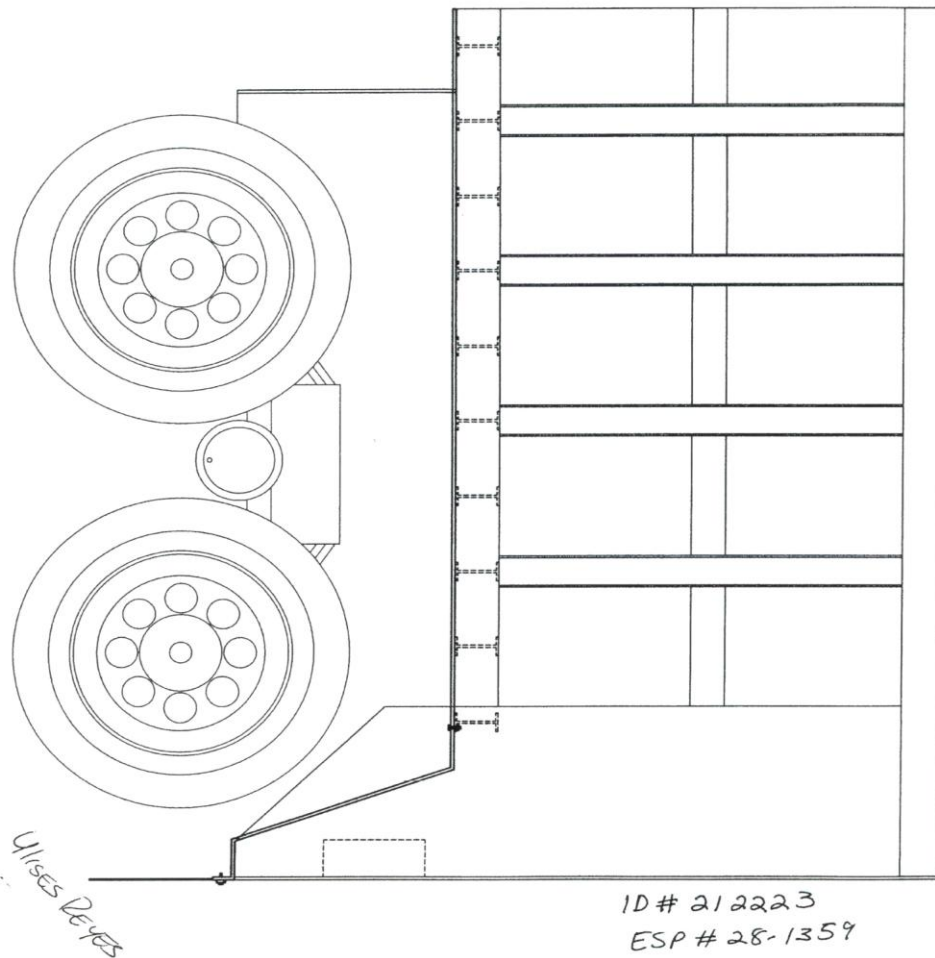
**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S**

Acceptable PPG Paint Finish

- C. PRIMER - Only the highest quality rust inhibiting primer shall be used. The unit(s) shall be primed with P.P.G. Delfleet Evolution Primer F3950.
- D. FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in P.P.G. Delfleet Evolution FDXH Polyurethane top coat with Delfleet Evolution F3911 Clearcoat. The running boards, bumpers and frame assembly shall be finished in black acrylic enamel. No outside metal surface which is void or obviously light of paint will be accepted.
- E. UNDERCARRIAGE – Shall be smooth, hard, and free from imperfections. The units shall be sprayed with a LUBRASEAL or approved equal, in order to avoid any accelerated corrosion from the elements within the Miami-Dade County Landfills.
- F. In Section A., B. or C., D, the unit(s) shall be guaranteed against peeling cracking or oxidation for a period of one (1) year from date of acceptance.
- G. The Awarded Bidder shall be responsible for the application of rust and corrosion protection and will warranty the entire vehicle for a five (5) year period. The warranty will protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, will be drilled, treated and plugged as required. The warranty shall include the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period. The Awarded Bidder shall provide any periodic services required to maintain warranty coverage.

**SECTION 3 TECHNICAL SPECIFICATIONS
REFUSE TRANSFER TRAILER S**

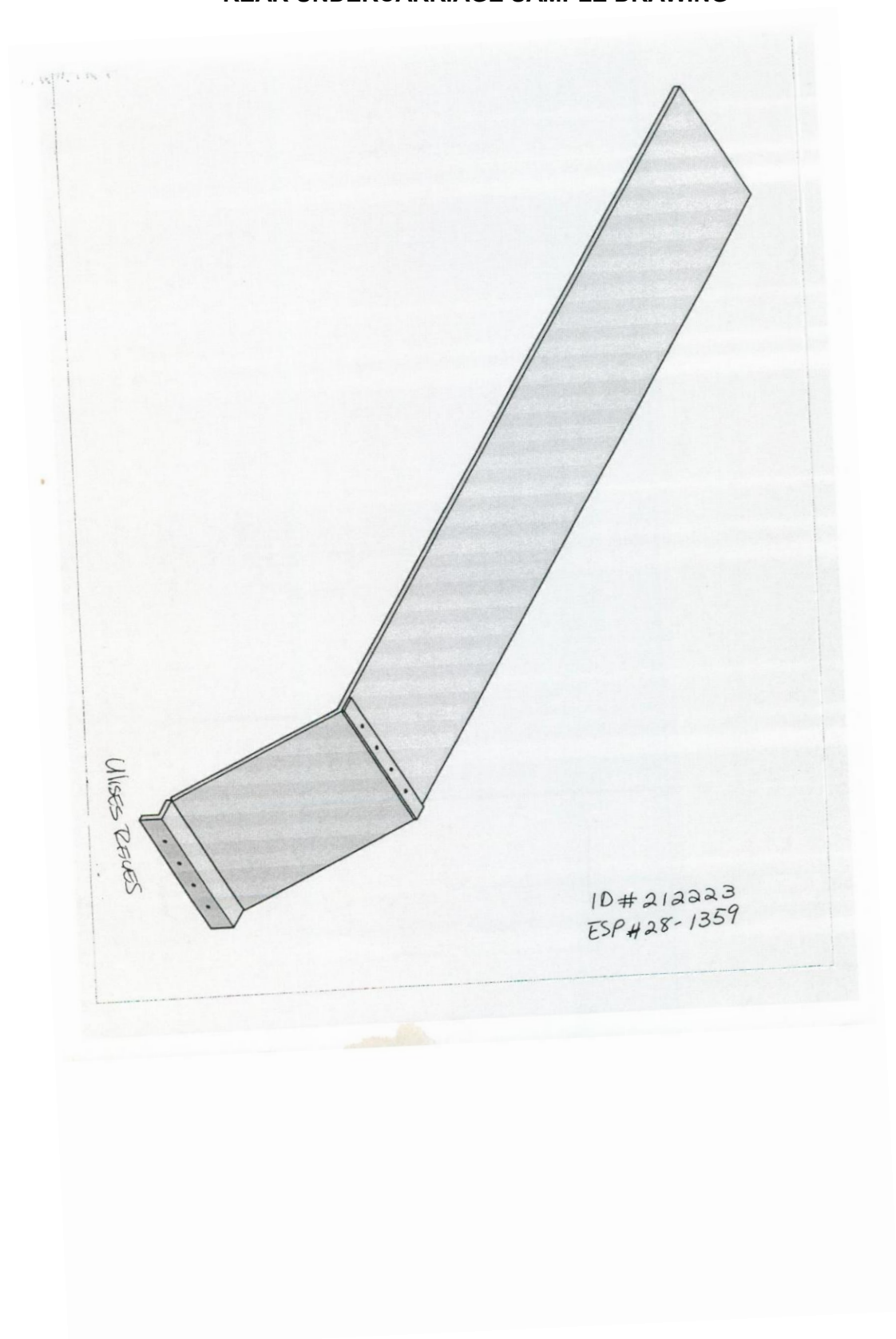
Front and Rear Undercarriage Covers Drawing and Pictures





“UNDER CARRIAGE SHIELD INSTALLED”

“REAR UNDERCARRIAGE SAMPLE DRAWING”



Submit Bid To:
CLERK OF THE BOARD
 Stephen P. Clark Center
 111 NW 1st Street
 17th Floor, Suite 202
 Miami, Florida 33128-1983

SECTION 4
BID SUBMITTAL FORM

OPENING: 2:00 P.M.
Wednesday
November 7, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: JCP

ISD/PM

Date Issued:
10/17/12

This Bid Submittal Consists of
Pages 25 through 29

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
REFUSE TRANSFER TRAILER S

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 070-61, 070-81	
Procurement Contracting Officer	J. Carlos Plasencia

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4
BID SUBMITTAL FOR:
REFUSER TRANSFER TRAILER S

<u>REFUSE TRANSFER TRAILERS</u>				
<u>ITEM NO</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	50	EACH	TRANSFER TRAILER PER SECTION 3 TECHNICAL SPECIFICATIONS	\$ ea
			(See County's purchasing schedule in Section 2 Paragraph 2.7)	
			<u>Check box as appropriate</u>	
			CHECKLIST	
		1	The Bidder must provide authenticating documentation of its status as manufacturer, fabricator or dealer. Attach trailer manufacturer, fabricator, or approved dealer documentation per Section 2 Paragraph 2.6.1 a.	() Attached
		2	Local Service Facility and authorized parts dealer in Dade or Broward County per Section 2 Paragraph 2.6.1 b.	() Attached
			Name:	
			Address:	
			City:	
		3	Weight distribution charts to confirm compliance with Section 2 Para 2.6.1 d based on 85 cubic yards of load at 400 lbs per cubic yard (34,000 lbs of load).	() Attached
		4	Attach copy of Motor Vehicle License per Section 2 Para 2.6.1 c	() Attached

SECTION 4
BID SUBMITTAL FOR:
REFUSE TRANSFER TRAILER S

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

**Bid Title: Refuse Transfer Trailer**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if Bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming Bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming Bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the Bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the Bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the Bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____/____-____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days **(Please see paragraph 1.2 H of General Terms and Conditions)****Signature:** _____ **(Signature of authorized agent)******"By signing this document the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."***

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS **FORMAL BIDS**



In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : Federal Employer
Identification Number (FEIN):

Contract Title:

Affidavits and Legislation/ Governing Body

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____, 20____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced

Signature of Notary Public

Serial Number

 Print or Stamp of Notary Public Expiration Date Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Signature _____

Date _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100